

**United States Bankruptcy Court
Northern District of California**

In re **Robert J. Moreiko, Jr.
Tracy P. Ferguson**

Debtor(s)

Case No.

Chapter

13

**FIRST AMENDED
CHAPTER 13 PLAN**

1. PAYMENTS

The Debtor or Debtors (hereinafter called "Debtor") submit to the Chapter 13 Trustee all projected disposable income to be received within the applicable commitment period of the Chapter 13 Plan (hereinafter called "Plan"). The total number of payments shall be 60, and in the amount of \$ 450.00. The pre-confirmation Plan payments to the Trustee must begin 30 days from the date of the filing of the Plan or the Order of Relief, whichever is earlier. The post-confirmation Plan payments to the Trustee will commence on the 20th of the first month after the Plan is confirmed. Upon post-confirmation dismissal of this Plan, all funds held by the Trustee shall be disbursed to Administrative Costs and Creditors.

Debtor elects a voluntary wage order _____

2. PRE-CONFIRMATION ADEQUATE PROTECTION PAYMENTS

The following pre-confirmation adequate protection payments on claims secured by personal property shall be paid by the Trustee to the below listed creditors. The Debtor proposing pre-confirmation payments will commence these payments to the Trustee within 30 days of the date this Plan was filed or the Order of Relief, whichever is earlier. Creditors must file a proof of claim to receive payment from the Trustee. Payments by the Trustee should commence to these Creditors within 30 days of the filing of the proof of claim. Upon a pre-confirmation dismissal, all adequate protection order payments held by the Trustee shall be disbursed to Creditors.

Name of Creditor	Collateral Description	Monthly Payment
1. Cal State Central Cr U	2004 GMC Envoy mileage 37,000	\$280.00

3. ADMINISTRATIVE COSTS

Trustee shall receive a percentage of each plan payment, whether made before or after confirmation, as established by the United States Trustee.

Chapter 13 Attorney fees may be included in a Chapter 13 Plan. Fees and costs requested for allowance are as follows:

Total Fees & Costs Requested	Fees & Costs Received	Balance of Fees & Costs Due	Monthly Payment
\$5,000.00	\$2,500.00	\$2,500.00	\$125.00

Fees and costs allowed shall be paid at a fixed monthly rate and will accrue concurrently with pre-confirmation adequate protection payments listed in Section 2 above and will be paid with Secured Debt as listed in Section 4A below. Upon a pre-confirmation dismissal, all accrued pre-confirmation attorney fees and costs payments held by the Trustee shall be disbursed to the attorney.

4. SECURED DEBT

Interest shall accrue on all secured claims from the date the petition is filed. Interest will be calculated at 10% per annum unless the Debtor specifies otherwise in this Plan. Secured Creditors will retain their liens until their allowed secured claims have been paid.

A) **Post-Confirmation Payments to Creditors Secured by Personal Property**

The Debtor seeks a determination that the value of the collateral is as set forth below. Failure to object to this listed amount shown may result in the Creditor's secured claim being limited to the collateral value amount listed. Creditors will, at minimum, be paid the amount reflected as the monthly payment. The Debtor's omission of any secured creditor does not affect the rights of the omitted creditor to file claims and be paid.

With respect to a debt for which the Debtor has written "Yes" in the column "Surrender" and where the Creditor files a written objection to the treatment provided such debt, Debtor surrenders all interest in the collateral, and the debt shall be treated under Section 4B below.

Name of Creditor	Collateral Description	Collateral Value	Secured Debt Amount	Interest Rate	Monthly Payment	Surrender Yes/No
1. Cal State Central Cr U	2004 GMC Envoy mileage 37,000	\$11,655.00	\$11,655.00	6.00%	250.00	No

B) **Surrender of Property**

The Debtor surrenders any interest in the following collateral. The Debtor waives the protection of the automatic stay and allows the affected Creditor to obtain possession and dispose of its collateral, without further Order of the Court. Any secured claim filed by the below Creditors will be deemed satisfied in full through surrender of the collateral. Any unsecured deficiency claim must be filed by the bar date for unsecured debts.

Name of Creditor	Collateral to be surrendered
-NONE-	

C) **Post Petition Payments on Real Property Debt Paid by Debtor**

Name of Creditor	Property Address	Monthly Payment Amount
1. Central Mortgage Co	2796 Silk Rd., Windsor, CA 95492 SFD/2bd/2ba/SqFt 796/Bldt 1946	\$2,245.00
2. Svend & Birthe Baekgaard	5212 Old Redwood Highway, Santa Rosa, CA Commercial Bldg	\$2,395.19

D) **Pre-Petition Debt on Real Property**

The Trustee shall pay defaulted real property debt. This prorata payment for defaulted real property debts will begin after payment in full of the Attorney fees and costs listed in section 3 above.

Name of Creditor	Property Address	Defaulted Debt	Interest Rate
-NONE-			

5. **EXECUTORY CONTRACTS/LEASES**

- A) The Debtor assumes the executory contract(s)/lease(s) referenced below and provides for the regular contract/lease payment(s), both pre-confirmation and post-confirmation, to be paid directly by the Debtor. Any pre-petition lease arrearage will be paid through this Plan after payment of arrearages listed in 4D above.

Name of Creditor/Lessor	Property Address	Lease Arrearages as of Date of Filing	Arrearage Payment by Trustee	Regular # of Lease Payments Remaining as of Date of Filing	Lease Payment by Debtor
-NONE-					

- B) The Debtor rejects the following executory contract/lease and surrenders any interest in property securing these executory contracts/leases. The Debtor waives the protection of the automatic stay and allows the affected Creditor to obtain possession and dispose of its collateral, without further Order of the Court. Any unsecured claim resulting from the rejection must be filed by the bar date for unsecured debts:

Name of Creditor/Lessor	Identity of Executory Contract/Lease & Property Subject to Executory Contract/Lease
-NONE-	

6. **PRIORITY CLAIMS**

Trustee shall pay all allowed filed priority claims and will pay the claims listed in 6B below, prior to paying those unsecured priority claims listed in sections 6C, 6D, and 6E below. Those claims listed in sections 6C, 6D and 6E below will be paid prorata.

A) **Post Petition Domestic Support Obligations:**

- 1) X None.
- 2) The name(s), and address(es) of the holder of ANY domestic support obligation.

Name	Address
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- 3) The Debtor will pay all post-petition domestic support obligations directly to the holder of the claim and not through the Chapter 13 plan.

B) **Pre-Petition Arrearages owed to Domestic Support Obligation Creditors:**

- 1) X None.
- 2) Name of holder of Domestic Support Obligation Arrearage Claim, arrears and monthly payment.

Name of Holder	Arrearage	Monthly Payment
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C) **Pre-Petition Domestic Support Obligations assigned to or owed to a governmental unit:**

- 1) X None.
- 2) Name of Governmental Creditor, address and amount due:

Name of Governmental Creditor	Address	Amount Due
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D) **Priority Tax Claims:**

Name of Creditor	Address	Amount Due
-NONE-		

E) **Other Priority Claims:**

Name of Creditor	Address	Amount Due
-NONE-		

7. **UNSECURED DEBTS TO BE PAID WITH INTEREST**

- A) The following debts shall be paid in full with interest from petition date.

Name of Creditor	Address	Amount Due	Interest Rate
-NONE-			

8. **OTHER UNSECURED DEBTS**

Allowed unsecured claims shall be paid from funds remaining, after payment of the debts described (whether or not paid in full with interest) in Sections 2 through 6 above. The amounts to be paid under this Section 8 are estimated to be 3 % percent of allowed claims. (Prorata Plan)

9. Trustee is to be provided, thru the commitment period of the Plan, with Debtors future Federal Tax Returns, beginning with the **Current (2009)** tax year, by May 15th of the year following the year of the return. Trustee may request and Debtor must supply current income and expense information, on required Trustee forms, for each of the years that the tax returns are provided.
10. The Debtor elects to have property of the estate revert in the Debtor upon Plan confirmation. Once the property reverts, the Debtor may sell or refinance real or personal property, without further order of the Court, upon approval of the Chapter 13 Trustee.
11. Other than to complete the information required, the above preprinted language of this plan form shall not be altered. This does not mean that the Debtor is prohibited from proposing additional or different plan provisions. As long as the addition of different provisions are consistent with the Bankruptcy Code, Debtor may propose additional or different plan provisions or specify that any of the above provisions will not be applicable. Each such provision or change shall be set out below. Use additional pages if necessary.

LIEN AVOIDANCE:

The Petitioner has filed her/his motion pursuant to FRBP Rule 3012 and 11USC Section 506 to request the court to determine the value of the lien held by Banco Popular. The petitioner contends Banco Popular should be paid as a general unsecured claim because the lien has no value. The motion further requests that the court avoid the lien pursuant to 11 USC Section 1322 upon completion of the plan and the entry of the discharge.

Dated: October 26, 2009

/s/ Robert J. Moreiko, Jr.
Robert J. Moreiko, Jr.
(Debtor)

/s/ Tracy P. Ferguson
Tracy P. Ferguson
(Debtor)

LAW OFFICE OF LINDA S. GREEN
LINDA S. GREEN, State Bar No. 231643
100 E Street, Suite 215
Santa Rosa, CA 95404
Telephone: (707) 538-3795
Facsimile: (707) 538-1228
Email: greenls@sbcglobal.net

Attorney for Debtor (s), Robert Moreiko Jr. & Tracy Ferguson

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re

Robert Moreiko Jr. & Tracy Ferguson

Debtor (s).

Case No. 09-13622
(Chapter 13)

Date of Hearing: January 11, 2010
Time of Hearing: 1:30 p.m.

Address: U.S. Bankruptcy Court
99 South E Street, Santa Rosa CA

**NOTICE OF HEARING AND OPPORTUNITY TO OBJECT TO
AMENDED PLAN (BEFORE) CONFIRMATION**

You are hereby notified that the captioned debtor (s) have filed a previously served modification to the plan pursuant to 11 U.S.C. §1323 and Rule 2002 of the Rules of Bankruptcy Procedure (Before) or 11 U.S.C. §1329 (After) and Local Rule 3015-1.

Objections to confirmation of the plan as amended must be filed with the Bankruptcy Court at 99 South E. Street, Santa Rosa CA 95404 in writing within 25 days from the date of this notice, with copies to the attorney for debtor(s) and to David Burchard, Chapter 13 Standing Trustee, P.O. Box 8059, Foster City, CA 94404.

If objections to the plan as amended are filed they will be heard at that time. If no objections are received, the plan as modified may be confirmed without further notice or hearing.

Dated: December 11, 2009

/s/ Linda S. Green
Linda S. Green, Attorney for Debtor (s)

LAW OFFICE OF LINDA S. GREEN
LINDA S. GREEN, State Bar No. 231643
100 E Street, Suite 215
Santa Rosa, CA 95404
Telephone: (707)538-3795
Facsimile: (707)538-1228
Email: greenls@sbcglobal.net

Attorneys for Debtor (s), Robert Moreiko Jr. & Tracy Ferguson

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re:)	
)	Case No. 09-13622
Robert Moreiko Jr. & Tracy Ferguson)	(Chapter 13)
)	
)	CERTIFICATE OF SERVICE
Debtor.)	
_____)	

DECLARATION OF SERVICE BY MAIL

I am a citizen of the United States, over the age of 18 and not a party to the within action; my business address is: 100 E. Street, Suite 215, Santa Rosa CA 95404.

On December 11, 2009, I caused to be served in San Francisco, CA true and correct copies of the FIRST AMENDED PLAN; dated October 26, 2009, by placing a true copy thereof enclosed in a sealed envelope(s) with prepaid postage addressed to the person(s) below.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 11, 2009, at Santa Rosa California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

/s/Lisalinn Williams
Lisalinn Williams

Label Matrix for local noticing
0971-1
Case 09-13622
Northern District of California
Santa Rosa
Fri Dec 11 09:20:30 PST 2009

Aurora Loan Services I
10350 Park Meadows Dr St
Littleton, CO 80124-6800

Barclays Bank Delaware
125 S West St
Wilmington, DE 19801-5014

Cba
25954 Eden Landing First Floor
Hayward, CA 94545-3899

Chase
Po Box 15298
Wilmington, DE 19850-5298

Citi
Po Box 6241
Sioux Falls, SD 57117-6241

Ginn Reunion Resort Club Membership
P.O. Box 421995
Kissimmee, FL 34742-1995

Mann Bracken LLC
& Eskanos & Adler, P.C.
28632 Roadside Dr., Ste 265
Agoura Hills, CA 91301-6300

Natlamerican
1 Allied Drive
Trevose, PA 19053-6945

PRA Receivables Management, LLC
As Agent Of Portfolio Recovery Assocs.
POB 41067
NORFOLK VA 23541-1067

U.S. Bankruptcy Court
99 South "E" Street
Santa Rosa, CA 95404-6527

Banco Popular
120 Broadway Fl 16
New York, NY 10271-0025

Cal State Central Cr U
1205 N Dutton Ave
Santa Rosa, CA 95401-4607

Central Mortgage Co
801 John Barrow Rd Ste 1
Little Rock, AR 72205-6511

Chase Bank USA, N.A.
PO Box 15145
Wilmington, DE 19850-5145

Emc Mortgage
Po Box 293150
Lewisville, TX 75029-3150

Gmac Mortgage Llc
3451 Hammond Ave
Waterloo, IA 50702-5300

Midland Credit Mgmt
8875 Aero Dr
San Diego, CA 92123-2251

Office of the U.S. Trustee / SR
235 Pine Street
Suite 700
San Francisco, CA 94104-2736

Portfolio Recvry&Affil
120 Corporate Blvd Ste 1
Norfolk, VA 23502-4962

Amex
Po Box 297871
Fort Lauderdale, FL 33329-7871

Bank Of America
Po Box 17054
Wilmington, DE 19850-7054

Cap One
Po Box 85520
Richmond, VA 23285-5520

Chase
201 N Walnut St # Del-10
Wilmington, DE 19801-2920

Chase USA, N.A.
Chase Auto Finance Corp.
c/o Mary Lautenbach
201 N Central Ave., AZ1-1191
Phoenix, AZ 85004-0073
National Bankruptcy Department
Gemb/Jc Penney Dc
Po Box 981400
El Paso, TX 79998-1400

Hsbc Bank
Po Box 5253
Carol Stream, IL 60197-5253

Nationwide Credit, Inc.
P.O. Box 740640
Atlanta, GA 30374-0640

Osceola County Tax Collector
2501 E. Irlo Bronson Memorial Highway
Kissimmee, FL 34744-4909

Seven Eagles Condominium Association
C/o Aegis Community Management Solutions
8390 Championsgate Blvd. Ste. 304
Championsgate, FL 33896-8313

Sonoma Co. Sheriff's Dept./Civil Bureau
2796 Ventura Ave.
Santa Rosa, CA 95403-2226

Suntrust Mortgage, Inc.
Bankruptcy Department RVW 3034
P.O. Box 27767
Richmond, VA 23261-7767

Suntrust Mortgage/Cc 5
1001 Semmes Ave
Richmond, VA 23224-2245

Svend & Birthe Baekgaard
4121 Barnes Road
Santa Rosa, CA 95403-1511

Wells Fargo Bank, N.A.
MAC S4101-08C
100 W. Washington St., Phoenix, AZ 85003

Wells Fargo Business D
Po Box 29482
Phoenix, AZ 85038-9482

David Burchard
393 Vintage Park Drive
Suite 150
Foster City, CA 94404-1172

Linda S. Green
Law Offices of Linda S. Green
100 E St. #215
Santa Rosa, CA 95404-4606

Robert J. Moreiko Jr.
2796 Silk Road
Windsor, CA 95492-8711

Tracy P. Ferguson
2796 Silk Road
Windsor, CA 95492-8711

End of Label Matrix
Mailable recipients 39
Bypassed recipients 0
Total 39